

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 05-13-64258

HUD# 07-13-0567-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

OLDERBAK ENTERPRISES NORTH, LLC

4401 South 27th Street

Lincoln, NE 68512

KABREDLO'S PROPERTY, INC.

4401 South 27th Street

Lincoln, NE 68512

CHRIS WORCESTER

Parkwild Apartments

1801 Parkwild Drive

Council Bluffs, Iowa 51503

COMPLAINANT

ANGELA WILLIAMS

Commissioner

Iowa Civil Rights Commission

400 East 14th Street

Des Moines, Iowa 50319

and

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties: Complainant is a member of the Iowa Civil Rights Commission. As a member, Complainant has the authority to file a complaint alleging a discriminatory practice in violation of the "Iowa Civil Rights Act of 1965," Iowa Code Chapter 216. Complainant alleged, on February 26, 2013, Respondent Property Manager Chris Worcester did not inform a potential Asian applicant about a move-in special (\$350 off the first month's rent); whereas, on February 27, 2013, Mr. Worcester did inform a potential Caucasian applicant about the move-in special. Complainant alleges Mr. Worcester's actions resulted in different terms and conditions of rental based on race. Respondents own or manage the subject property, a 134 unit apartment complex, located at, 1801 Parkwild Drive, Council Bluffs, Iowa 51503.

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Law

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under the "Iowa Civil Rights Act of 1965" (ICRC); or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.

2. Respondents acknowledge the ICRC and Federal Fair Housing Act (FHA) make it unlawful to discriminate against any person because of the person's race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status, in the terms, conditions, or privileges of the sale, rental, lease assignment, or sublease of any real property or housing accommodation or any part, portion, or interest in the real property or housing accommodation or in the provision of services or facilities in connection with the real property or housing accommodation. 42 U.S.C. 3604(b); Iowa Code § 216.8(1)(b).

Voluntary and Full Settlement

3. The parties acknowledge this Predetermination Settlement Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

4. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

5. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

6. Respondents agree the Commission may review compliance with this Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

Disclosure

7. The parties agree the terms of this Agreement shall be subject to public disclosure unless Complainant and Respondents agree otherwise, and the Commission determines that disclosure is not necessary to further the purposes of Iowa Code Chapter 216 relating to unfair or discriminatory practices in housing or real estate.

Release

8. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, and with regard to any and all other matters, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

Fair Housing Training

9. Respondents agree Chris Worcester and each of Respondents' employees or agents who are involved in the management or operation of their residential rental properties will receive training on the requirements of State and Federal Fair Housing Laws within 90 days of their receipt of a Closing Letter from the Commission. The training will address all aspects of fair housing law, but will emphasize the law regarding the prohibition of discrimination in any aspect of the rental or advertising of dwellings on the basis of race. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.

Respondents also agree to send documentation to the Commission, verifying the fair housing training has been completed, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of completing the training.

Demographics

10. On an annual basis for the next three years, Respondents agree to provide a “demographic snapshot” of all occupants at their rental properties to the Commission, to the attention of Don Grove. On or before October 1, 2013, October 1, 2014, and October 1, 2015, Respondents agree to provide a “demographic snapshot” of all occupants as of September 1, 2013, September 1, 2014, and September 1, 2015. Each snapshot shall include: (1) the address and apartment number of each rental property; (2) the number of occupants residing at each apartment; (3) the race of each occupant residing at each rental property (if known or discernible).

Respondents agree the Commission may review compliance with this Agreement. And as part of such review, Respondents agree the Commission may upon written request collect contact information for each tenant (name, address, and telephone number), all of which will be submitted to the Commission in a reasonable time period.

Relief for Complainant

11. Respondents agree to adopt and implement specific written standards and procedures for offering move-in specials and other cost-saving incentives to prospective tenants. The new standards and procedures will address: (1) the process for determining whether and when move-in specials and cost-saving incentives are offered, (2) the process for documenting the specials and incentives, (3) the process for ensuring all of their employees and agents are aware of all specials and incentives being offered, and (4) the process for ensuring all of their employees and agents are offering all specials and incentives to all prospective tenants without regard to race or ethnicity.

Within 30 days of receiving a Closing Letter from the Commission, Respondents agree to send their new standards and procedures to the Commission, to the attention of Don Grove, Supervisor of Investigations.

Respondents agree they will carefully consider any revisions to their standards and procedures suggested by the Commission, and will incorporate all reasonable suggestions for revisions in their standards and procedures.

Within 10 days of finalizing their standards and procedures, Respondents agree to send a copy of their standards and procedures, with the date they were implemented, to the Commission, and to the attention of Don Grove, Supervisor of Investigations.

Signature on the Following Page (Page 5)

Olderbak Enterprises North, LC, RESPONDENT

Date

Kabredlo's Property, Inc., RESPONDENT

Date

Chris Worcester, RESPONDENT

Date

Angela Williams, COMPLAINANT

Date

Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION